



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

a system of its own, which was alleged to be operated in competition with that of the private company. Taxes were levied on property within the municipal boundaries, including that of the water company for support of the municipal water system. The hardship of being thus compelled to help along a competitor caused the private company to refuse to pay the portion levied for that purpose. Supplementary proceedings were then instituted for collection. The Supreme Court, while not fully determining the absolute rights of the parties, held that the village authorities had jurisdiction of the tax debtor and its property, and that the tax should not be held void in summary proceedings.

---

**Liquor Sales to Detectives.**—I. J. De Graff was charged by a county attorney in Oklahoma, with the crime of selling liquors to one B. F. Kane. On the trial it appeared that Kane had been furnished with a dollar by the county attorney and told to see whether he could secure evidence of violation of the liquor laws. He thereupon visited the place of business of defendant, and secured a bottle of "Adam's Special." It was claimed on the part of accused in *De Graff v. State*, 103 Pacific Reporter, 538, that as the sale was procured at least indirectly by the act of a state officer, the state should be estopped from alleging its illegality and punishing defendant therefor. The Supreme Court of Oklahoma seemed, however, not well impressed with this argument and says: "Can an officer consent to the commission of a crime and by so doing free the act of its criminal character? A private individual may be estopped in matters relating to his property by his own conduct. Is any one else estopped by his conduct unless such other person is privy thereto? Has a public officer such property rights in his office and in the enforcement of the law as by his conduct or consent to be able to estop the state in the prosecution of a crime? If so, whose liberty, property, character or life would be safe? There can be but one answer to these questions and that is emphatically, 'No.'" The court was relieved from taking judicial notice as to whether or not "Adam's Special" was an intoxicating drink by holding that under the law there existing it is not necessary to allege or prove that substitutes for liquor are intoxicating when the prosecution, as in this case, was for the sale of a substitute and not of liquor itself.

---

**Secret Profits by Promoters of Corporation.**—What rights, if any, have a corporation and its stockholders against promoters who have, while acting as its only officers, sold to it property at an excessive valuation before stock has been taken out by any other persons? This question was involved in *Old Dominion Copper Mining & S. Co. v. Lewisohn*, 28 Supreme Court Reporter, 634, and the United States Supreme Court held that as the promoters themselves constituted the

sole members of the corporation at the time of the acts complained of, the corporation therefore had full knowledge of everything that was being done, and the contract could not be rescinded notwithstanding the subsequent sale of stock to purchasers who knew nothing about the profits which the promoters were thus securing. The question again arose in *Old Dominion Copper Mining & S. Co. v. Bigelow*, 89 *Northeastern Reporter*, 193, in the Supreme Judicial Court of Massachusetts, where a lengthy discussion is given of the various authorities, and a decision is reached directly at variance with that of the United States Supreme Court, which the state courts refuse to follow, on the ground that it is not satisfied with the reasoning, and that no question arising under the federal Constitution is involved so as to make the determination of the highest federal tribunal binding. The Massachusetts court holds that the corporation is a separate entirety from its stockholders and promoters, and that notwithstanding all who were stockholders at the time of the sale had full knowledge of all facts connected therewith, such knowledge could not be imputed to the corporation itself, so as to affect the rights of subsequent stockholders.

---

**Liability of Surety on Policeman's Bond.**—Are the sureties on the bond of a policeman liable for an assault committed by him? This was the question discussed by the Texas Court of Civil Appeals in *United States Fidelity & Guaranty Co. v. Jasper*, 120 *Southwestern Reporter*, 1145. Judgment by default for the amount of the bond was rendered in the court below. There was no allegation or proof of any ordinance of the city authorizing suits by individuals upon such bonds, and no showing that the bond was executed for the benefit of individuals injured. The appellate court held that, in view of these facts, no liability on the part of the surety company was shown, and the judgment against it was reversed.

---

**Set of Voltaire as Immoral Consideration.**—A book agent sold a set of Voltaire's works representing them to contain fine reading matter fit for any one to read. On a more thorough inspection the purchaser declared the books of a licentious, lascivious, and lewd character, not fit to be read in any family, and refused payment on the ground that the consideration of the contract was immoral. In *St. Hubert Guild v. Quinn*, 118 *New York Supplement*, 582, the New York Supreme Court thought it no part of the duty of tribunals to exercise a censorship over literary productions. It is clear that no contract for the sale of a book can be declared illegal unless it violates the criminal law. That some of the passages, judged by the standard of our day, mar rather than enhance the value of these books can be conceded without condemning the sale as illegal. Courts will take the same knowledge as the community at large of matters of literature, and cannot fail to recognize that the genius of Voltaire has en-